

**IN THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

RPC ACQUISITION CORP.,	:	CASE NO.: 1:11-CV-00809
	:	
PLAINTIFF,	:	JUDGE MICHAEL R. BARRETT
	:	
VS.	:	
	:	
PRO-CLIPS, ET AL.	:	
	:	
DEFENDANTS.	:	

**ENTRY GRANTING DEFAULT JUDGMENT IN FAVOR
OF PLAINTIFF, RPC ACQUISITION CORP.**

This matter comes before the Court upon the Motion of the Plaintiff, RPC Acquisition Corp., for Entry of Default Judgment against Defendant, PRO-CLIPS. Based upon the Motion and the record before it, the Court finds the following:

1. On November 15, 2011, the Plaintiff RPC Acquisition Corp. filed its Complaint against Defendant PRO-CLIPS, seeking injunctive and other relief against Defendant for trademark infringement, unfair competition, false designation of origin and for unfair and deceptive business practices under the common law and applicable statutes.

2. The Summons and a copy of the Plaintiff's Complaint were duly served upon Defendant PRO-CLIPS via certified mail, as provided by Federal Rules of Civil Procedure, both at the physical store location on November 18, 2011 and at the offices of Aftab Real Estate Management LLC on November 17, 2011.

3. Defendant PRO-CLIPS has failed to answer, plead or otherwise respond to the Complaint and the time to do so has expired.

4. The Court finds that RPC's Motion for Default Judgment is well taken and that RPC is entitled to default judgment against Defendant PRO-CLIPS pursuant to Rule 55(a) and (b) of the Federal Rules of Civil Procedure.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that judgment is granted in favor of the Plaintiff, RPC Acquisition Corp., and against Defendant, PRO-CLIPS, as follows:

1. Defendant PRO-CLIPS, its agents, servants, employees, attorneys, representatives, successors and assigns, and all persons, firms, or corporations in active concert or participation with said Defendant, is hereby enjoined and restrained preliminarily and permanently from:

- (a) directly or indirectly infringing the PRO-CUTS® Mark and trade dress in any manner including, generally, but not limited to, engaging in services or distributing, advertising, selling, or offering for sale and distribution any goods or services which infringe said trademarks, and specifically:
 - (i) using in any way the PRO-CUTS® Mark, the PRO-CLIPS mark described in Plaintiff's Complaint, or any mark similar thereto, or any reproduction, counterfeit, copy, or colorable imitation of Plaintiff's PRO-CUTS® Mark or trade dress in connection with Defendant's services, and
 - (ii) using the PRO-CUTS® Mark, the PRO-CLIPS mark described in Plaintiff's Complaint, or any mark similar thereto, in connection with any advertisement, sale, offer for sale or distribution of any goods or services by Defendant;

- (b) using any mark, trade name, logo, design or packaging that tends falsely to represent, or is likely to confuse, mislead, or deceive purchasers, Defendant's customers, or members of the public, to believe that the products and services offered for sale by Defendant are genuine PRO-CUTS® goods or services, or that said goods have been sponsored, approved, or licensed by or associated with PRO-CUTS® or are in any way connected or affiliated with PRO-CUTS®;
- (c) engaging in any conduct that tends falsely to represent that, or is likely to confuse, mislead, or deceive purchasers, Defendant's customers, or other members of the public to believe that the actions of Defendant are connected with PRO-CUTS®, are sponsored, approved, or licensed by PRO-CUTS®, or are in some way connected to or affiliated with PRO-CUTS®;
- (d) affixing, applying, annexing or using in connection with Defendant's goods and services, a false description or representation, including words or other symbols, tending to falsely describe or represent such goods and services as being those offered or sold by PRO-CUTS®;
- (e) causing likelihood of confusion, diluting and infringing the aforementioned PRO-CUTS® Mark and trade dress and damaging Plaintiff's goodwill, reputation, and business; and
- (f) otherwise competing unfairly with RPC or PRO-CUTS® in any manner;

2. Defendant PRO-CLIPS is hereby ordered to deliver for destruction to Plaintiff all signs, copies and/or reproductions in its possession or under its control of any goods, and

promotional and advertising material, and any other unauthorized items, which reproduce, copy, counterfeit, imitate, bear or use the PRO-CUTS® mark or the PRO-CLIPS mark described in Plaintiff's Complaint. Defendant PRO-CLIPS shall be responsible for all costs associated with delivering to Plaintiff all materials described above;

3. Defendant PRO-CLIPS is hereby ordered to account for and to pay to Plaintiff all profits gained and all damages to Plaintiff resulting from the infringing activities and unfair practices of Defendant, with such damages to be determined pursuant to post-judgment discovery over which the Court will retain continuing jurisdiction;

4. Defendant PRO-CLIPS is hereby ordered to pay compensatory damages to Plaintiff in an amount to be determined pursuant to post-judgment discovery over which the Court will retain continuing jurisdiction;

5. Defendant PRO-CLIPS is hereby ordered to pay the costs of this action, Plaintiff's reasonable attorney's fees through completion of post-judgment discovery, and prejudgment interest;

6. Defendant PRO-CLIPS is hereby ordered to pay punitive damages in an amount to be determined to the satisfaction of the Court; and

7. That Plaintiff have all other and further relief as the Court may deem just and proper under the circumstances.

6/6/2012

Date

/s/ Michael R. Barrett

UNITED STATES DISTRICT JUDGE

Respectfully submitted,

/ s / Brian J. Augustine

Bradley A. Wright (0047090)
ROETZEL & ADDRESS, LPA
222 South Main Street, Suite 400
Akron, OH 44308
Telephone: 330.376.2700
Facsimile: 330.376.4577
Bwright@ralaw.com

Brian J. Augustine (0084818)
ROETZEL & ADDRESS, LPA
310 Chiquita Center
250 East Fifth Street
Cincinnati, Ohio 45202
Telephone: 513.361.8282
Facsimile: 513.361.0335
Baugustine@ralaw.com

*ATTORNEYS FOR PLAINTIFF,
RPC ACQUISITION CORP.*

CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED that a true and correct copy of the foregoing was served via the Court's ECF system and by United States first class mail, postage prepaid, this 25th day of January, 2012, upon the following:

PRO-CLIPS
1593 Romback Avenue
Wilmington, Ohio 45177

PRO-CLIPS c/o
Aftab Real Estate Management LLC
51 S. Springboro Pike
Miamisburg, Ohio 45342

/ s / Brian J. Augustine

Brian J. Augustine